

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

CEQUENT PERFORMANCE PRODUCTS, INC.,)
Plaintiff,)
v.) Case No. 1:14-cv-08457
LET'S GO AERO, INC.,) Judge Charles P. Kocoras
Defendant.) Magistrate Judge Susan E. Cox

DEFENDANT'S MOTION FOR INSTRUCTIONS PURSUANT TO L.R. 54.3

COMES NOW the Defendant, Let's Go Aero, Inc. ("LGA"), by and through its undersigned counsel and respectfully moves this Court to enter an order staying the operation of Local Rule 54.3 relating to Plaintiff's claim for attorney's fees, and staying the same pending the outcome of arbitration or the resolution of that issue by arbitration proceedings for the reasons set forth below. Plaintiff's counsel objects to this Motion.

1. On July 29, 2016, this Court entered judgment in favor of plaintiff Cequent Performance Products, Inc. and against Defendant Let's Go Aero, Inc., granting plaintiff's petition to compel arbitration (Doc. # 42) pursuant to the court's Memorandum Opinion and Order (Doc. # 41).

2. Pursuant to the court's opinion, the subject arbitration clause provides that "All disputes, claims, questions or differences shall be finally settled by arbitration administered by the American Arbitration Association" Memorandum and Opinion at 17 (Doc. # 41).

3. Accordingly, an award of attorneys' fees, for either party, if any, and the amount thereof, should be left for determination by the arbitrator.

4. Defendant has filed an arbitral proceeding with the American Arbitration Association seeking determination of the issue of arbitral jurisdiction and relief related to the claims asserted

by the parties in this action, including attorneys' fees claimed by both Plaintiff and Defendant. *See Exhibit 1, Statement of Claim filed with American Arbitration Association.* In the event the arbitrator determines arbitral jurisdiction does not exist, then such issue can be returned to this court for determination.

5. This Motion for Instructions is based upon principles of judicial economy and reference to the appropriate tribunal for disposition, which, in this case, may be through arbitration proceedings as originally requested by the Plaintiff in this action and as ordered by this Court.

6. Defendant conferred with Plaintiff regarding Defendant's position that fee disputes must be submitted to the arbitrator in light of the Court's decision. (Doc. #41.) Plaintiff disagreed. Defendant acknowledges that this case has been closed (Docs. #41, 42), and is filing this motion only to ensure that its rights are protected in light of Plaintiff's refusal to agree that any fee dispute must be submitted to the arbitrator.

Dated: September 8, 2016

Respectfully submitted,

/s/William K. Kane
LOCAL COUNSEL DESIGNATION
UNDER LR 83.15:

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